



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 10, 2016

ADOPTED

IN REPLY PLEASE
REFER TO FILE:

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 May 10, 2016

A handwritten signature in cursive script, reading "Lori Glasgow".

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**DELEGATE AUTHORITY FOR THE COUNTY OF LOS ANGELES AND
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO
ENTER INTO A MEMORANDUM OF AGREEMENT FOR DEVELOPMENT OF A
CONTAMINATED SEDIMENT MANAGEMENT PLAN
FOR THE DOMINGUEZ CHANNEL ESTUARY
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

SUBJECT

This action is to authorize the Director of Public Works and Chief Engineer of the Los Angeles County Flood Control District or her designee to execute, on behalf of the County of Los Angeles and the Los Angeles County Flood Control District, respectively, a Memorandum of Agreement, including subsequent amendments, for the preparation of a Contaminated Sediment Management Plan for the Dominguez Channel Estuary to comply with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE COUNTY OF LOS ANGELES:**

1. Find that the proposed Memorandum of Agreement for the preparation of the Contaminated Sediment Management Plan for the Dominguez Channel Estuary is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve and authorize the Director of Public Works or her designee to execute, on behalf of the County of Los Angeles, a Memorandum of Agreement with the Los Angeles County Flood Control District, California Department of

Transportation, and the Cities of Carson, Long Beach, Los Angeles, and Torrance. The County of Los Angeles' share of the Contaminated Sediment Management Plan development costs shall not exceed \$24,146. The not-to-exceed cost for developing the Contaminated Sediment Management Plan is \$203,401 and will be allocated between the seven participating permittees.

3. Authorize the Director of Public Works or her designee to execute any necessary amendments to this Memorandum of Agreement, provided that any amendments that relate to costs are budgeted and do not increase the County of Los Angeles' cost by more than 10 percent.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the proposed Memorandum of Agreement for the preparation of the Contaminated Sediment Management Plan for the Dominguez Channel Estuary is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve and authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute, on behalf of the Los Angeles County Flood Control District, a Memorandum of Agreement with the County of Los Angeles, California Department of Transportation, and the Cities of Carson, Long Beach, Los Angeles, and Torrance. The Los Angeles County Flood Control District's share of the Contaminated Sediment Management Plan development costs shall not exceed \$20,340. The not-to-exceed cost for developing the Contaminated Sediment Management Plan is \$203,401 and will be allocated between the seven participating permittees.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute any necessary amendments to this Memorandum of Agreement, provided that any amendments that relate to costs are budgeted and do not increase the Los Angeles County Flood Control District's cost by more than 10 percent.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to find the proposed Memorandum of Agreement (MOA), in a form substantially similar to the enclosed, exempt from the California Environmental Quality Act (CEQA) and to authorize the Director of

Public Works and the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to execute the MOA for the Contaminated Sediment Management Plan (CSMP) for the Dominguez Channel Estuary. Participating in the development of the CSMP is part of the County of Los Angeles' (County) and LACFCD's ongoing program to comply with the requirements of the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit). The MOA will establish the conditions under which the County, LACFCD, and other interested responsible parties will collaborate in the development of the CSMP. Under the MOA, the County will act as the contract administrator. The County has retained its as-needed consultant to develop the CSMP and is seeking funding contributions from other participating agencies.

There are additional MS4 Permit holders responsible for the CSMP who did not participate in the development of the County-led CSMP. The County and the LACFCD, along with other parties who submitted the CSMP, will consider allowing other MS4 Permittees to participate in the CSMP if those additional permittees fund their share of the CSMP development. Allowing additional permittees to participate would result in a decrease in cost for both the County and the LACFCD. Additional permittees would join through an amendment to the enclosed MOA.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1). The recommended actions support the development of a cooperative partnership with local agencies to provide a public service in an effective and efficient manner.

FISCAL IMPACT/FINANCING

As shown on Exhibit A of the MOA, the not-to-exceed cost of developing the CSMP is \$203,401, which includes consultant fees and a 5 percent contract administration fee. Under the MOA, the County will act as the Contract Administrator, paying the consultant for preparing the CSMP and billing the parties in the MOA for their share. The LACFCD will contribute 10 percent of the cost. The LACFCD's 10 percent contribution will not exceed \$20,340, and this funding is included in the Flood Fund Fiscal Year 2015-16 budget. The Cities of Carson, Long Beach, Los Angeles, Torrance, and the California Department of Transportation will reimburse the County for their proportionate shares of the cost based on the land area over which each agency has jurisdiction or responsibility at the time the agreement is negotiated. The maximum total reimbursement amount to the County is estimated at \$179,255, which includes the 5 percent contract administration fee.

The County's cost to administer the consultant contract is \$203,401 and includes the County's portion, which will not exceed \$24,146. The maximum total estimated reimbursement from the interested responsible parties (\$179,255) will be included in the Public Works General Fund Fiscal Year 2015-16 Budget under the Unincorporated Area Stormwater Budget through a mid-year budget adjustment. Funding for any amendments, not to exceed the 10 percent from each fund, will be requested through the annual budgeting process for both the LACFCD and the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 23, 2012, the United States Environmental Protection Agency established the Total Maximum Daily Load for Toxic Pollutants in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters (Dominguez Channel Toxics TMDL) with the intent of protecting and improving water quality in the Dominguez Channel and Greater Los Angeles and Long Beach Harbor waters. On December 28, 2012, the new MS4 Permit became effective. The new MS4 Permit encourages permittees (including the County and LACFCD) to collaborate with one another in the development of planning strategies and projects to improve water quality in the County. The Dominguez Channel Toxics TMDL and its requirements have been incorporated into the new MS4 permit, which required certain permittees whose jurisdiction drains to the Dominguez Channel Estuary to submit a CSMP by March 23, 2014. The CSMP is a planning document, which outlines actions to support reduction in legacy sediment contamination in the Dominguez Channel Estuary. On March 20, 2014, the County, along with other participating permittees, submitted the draft CSMP to the California Regional Water Quality Control Board (Regional Board). The Regional Board provided their review comments in June 2015 and a revised CSMP was submitted in March 2016.

To facilitate participation in this collaborative effort, the County and LACFCD will need to enter into an MOA with the other participating permittees. Participating in the development of the CSMP is part of the County and LACFCD's ongoing program to comply with the requirements of the MS4 Permit. The County and LACFCD's total cost share for the MOA, including subsequent amendments, will not exceed \$24,146, and \$20,340, respectively. Examples of potential amendments to the MOA include, but are not limited to, the following: changes to the number of permittees participating in the CSMP and changes to the Scope of Work due to clarifications of the MS4 Permit requirements by the Regional Board.

The enclosed MOA has been approved as to form by County Counsel. Upon the Board's delegation of authority, the MOA will be executed by the Director of Public Works and Chief Engineer or her designee on behalf of the County and LACFCD (respectively) with the other permittees.

ENVIRONMENTAL DOCUMENTATION

The proposed activities are statutorily exempt from CEQA. The proposed MOA, which includes funding for the development of the CSMP, involves feasibility and planning studies for possible future actions, which have not been approved, adopted, or funded, and therefore, are exempt under Section 15262 of the CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities. Public Works and the LACFCD will return to the Board with the appropriate environmental documentation for approval of any projects recommended as a result of the CSMP process.

Upon the Board's approval of the recommended actions, Public Works and the LACFCD will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

CONCLUSION

Please return one adopted copy of this letter to the Chief Executive Office (Community and Municipal Services Cluster) and one copy to the Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER
Director of Public Works

GF:ARG:ba

Enclosure

c: Chief Executive Office (Rochelle Goff)
County Counsel (Erik Conard)
Executive Office

07-LA-1 PM 7.71/9.23,
07-LA 103 PM 1.03/2.61,
07- LA-107 PM 2.26/3.22, 3.78/3.93,
07-LA-110 6.52/8.57,
07-LA 213 PM 7.76/9.10,
07-LA-405 PM 8.19/14.40, 14.94/15.31
Contaminated Sediment Management Plan
for the Dominguez Channel
Caltrans Agreement No. 07-5030
E-FIS: 0015000014, EA: 07-910217

MEMORANDUM OF AGREEMENT
BETWEEN

THE CITY OF CARSON, THE CITY OF LONG BEACH, THE CITY OF LOS ANGELES,
THE CITY OF TORRANCE, CALIFORNIA DEPARTMENT OF TRANSPORTATION,
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE COUNTY OF
LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT
OF THE CONTAMINATED SEDIMENT MANAGEMENT PLAN FOR THE DOMINGUEZ
CHANNEL

This Memorandum of Agreement (MOA), is made and entered into between THE CITY OF CARSON, a municipal corporation, THE CITY OF LONG BEACH, a municipal corporation, THE CITY OF LOS ANGELES, a body corporate and politic, and THE CITY OF TORRANCE, a municipal corporation, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and THE COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012 and requires that the LACFCD, COUNTY, and 84 of the 88 cities (excluding Avalon, Lancaster, Long Beach, and Palmdale) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the United States Environmental Protection Agency (USEPA) established the Total Maximum Daily Loads for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and

the Greater Los Angeles and Long Beach Harbor Waters (Dominguez Channel Toxics TMDL); and

WHEREAS, the Dominguez Channel Toxics TMDL and its requirements have been incorporated into the MS4 Permit; and

WHEREAS, the PARTIES as shown in Exhibit C, have agreed to collaborate on the development of a Contaminated Sediment Management Plan (CSMP) for the PARTIES to comply with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA; and

WHEREAS, the COUNTY on behalf of the PARTIES, prepared a final Scope of Work, attached hereto as Exhibit D and incorporated herein by reference, and Request for Proposal to obtain a consultant to assist in the development of a Contaminated Sediment Management Plan (CSMP) for the PARTIES to comply with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES expect that the consultant retained pursuant to this MOA will prepare and deliver a Draft and Final CSMP in compliance with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring a consultant to prepare and deliver the CSMP will be beneficial to the PARTIES and they desire to participate and will provide funding in accordance with the cost allocation in Table 3 of Exhibit A; and

WHEREAS, the COUNTY, on behalf of the PARTIES, has retained a consultant, RMC Water and Environment; and

WHEREAS, the COUNTY will act on behalf of the PARTIES in the administration of the consultant service agreement for the preparation of the CSMP; and

WHEREAS, the PARTIES have agreed that the total cost for developing the CSMP shall not exceed \$203,401 including contract administration cost; and

WHEREAS, other MS4 Permittees may wish to participate in the CSMP; and

WHEREAS, the PARTIES contemplate allowing other MS4 Permittees to participate in the CSMP and fund their pro-rata share in accordance with Table 2 of Exhibit A; and

WHEREAS, the PARTIES agree that other MS4 Permittees may join in this MOA by entering into an amendment to this MOA, to be executed by the COUNTY on behalf of the remaining PARTIES. When doing so, the COUNTY shall not bind the PARTIES to an obligation that is greater than what is stated in this original agreement. The net result of such amendment(s) should reduce the currently shown pro rata share of the PARTIES.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOA.

Section 2. Purpose: The purpose of this MOA is to cooperatively fund the preparation, and submittal of the CSMP to the Regional Board.

Section 3. Cooperation: The PARTIES shall fully cooperate with one another to attain the purpose of this MOA.

Section 4. Voluntary: This MOA is voluntarily entered into for the purpose of preparing and submitting the CSMP to the Regional Board.

Section 5. Term: This MOA shall become effective as to each PARTY on the date that PARTY signs this MOA, and shall remain in effect until (1) the Regional Board gives final approval to the last outstanding portion of the CSMP, (2) the COUNTY has provided written notice of completion of the Scope of Work attached hereto, and (3) the COUNTY has received payment by all PARTIES of their allocated pro-rata share hereunder.

Section 6. Assessment for Proportional Cost for CSMP: The PARTIES agree to pay the COUNTY for preparation and delivery of the CSMP in the amounts shown in Table 3 of Exhibit A, based on the cost allocation formula shown in Table 2 of Exhibit A, attached hereto and made part of this MOA by this reference. The COUNTY will invoice the PARTIES upon execution of this MOA as shown in Table 3 of Exhibit A, based on the allocated costs for developing the CSMP.

Section 7. COUNTY Agrees:

- a. To utilize the funds deposited by the PARTIES only for the administration of the consultant contract, project management, and the preparation and completion of the CSMP.
- b. To contract with the consultant retained pursuant to this MOA and to be responsible for coordinating the activities of the consultant. The COUNTY will be compensated for the administration and management of the consultant

contract at a percentage of five percent (5%) of each PARTY'S contract cost for development of the CSMP as described in Table 3 of Exhibit A. The COUNTY will comply with all procurement requirements applicable to said selection. The COUNTY shall ensure adherence to the Scope of Work attached as Exhibit D.

- c. To provide the PARTIES with an electronic copy of the draft and final CSMP as submitted to the Regional Board within five (5) business days of receipt from the consultant.
- d. To provide an accounting within ninety (90) days after the termination of the MOA or within ninety (90) days of cancellation thereof and return to each PARTY its proportional share of the unused portion of all funds deposited with the COUNTY, if any, in accordance with the cost allocation formula in Table 2 of Exhibit A.
- e. To notify the PARTIES in writing if the actual cost of the preparation of the CSMP will exceed the cost shown in Exhibit A and obtain written approval of the increase from the PARTIES. Upon written approval of the increased costs by the PARTIES, the COUNTY will invoice the PARTIES per the cost allocation formula in Table 2 of Exhibit A for these additional expenditures at an amount not to exceed five percent (5%) of the original cost estimate as shown in Exhibit A. This five percent (5%) contingency will not be invoiced unless actual expenditures exceed the original cost. Expenditures that exceed the five percent (5%) contingency will require an amendment to this MOA.
- f. The PARTIES have sixty (60) days from receipt of the invoice to provide the payment to COUNTY.

Section 8. The PARTIES further agree:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOA by providing information about project opportunities, reviewing deliverables in a timely manner, and informing their respective administration, agency heads, and/or governing body.
- b. To fund the cost of the preparation and delivery of the CSMP and to pay the COUNTY for the preparation and delivery of the CSMP based on the cost allocation shown in Table 3 of Exhibit A within sixty (60) days of receiving an invoice.
- c. To grant reasonable access rights and entry to the consultant, on an as-needed basis during the terms of this MOA, to any PARTY'S storm drains, channels, catch basins, and related properties (FACILITIES) to achieve the purposes of this MOA, provided, however that prior to entering any PARTY'S FACILITIES, the COUNTY or the consultant shall provide written notice to

such PARTY at least seventy-two (72) hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the applicable PARTY representative identified on Exhibit B.

- d. That other MS4 Permittees may join in this agreement by entering into an amendment to this MOA, provided that (1) all PARTIES to this MOA agree to allow the MS4 Permittee to participate in the CSMP and agree on the amount that MS4 Permittee will be required to contribute; and (2) the amendment will not increase the cost share of any existing PARTY to this MOA. Notwithstanding section 12(e) of this MOA, the PARTIES agree that an amendment to add such an MS4 Permittee as a contributing participant in the CSMP may be executed by the COUNTY on behalf of the remaining PARTIES, and that, upon execution of such an amendment by the COUNTY and the MS4 Permittee, that MS4 Permittee will become a PARTY to this MOA and shall be subject to all the rights, duties, and obligations set forth in this MOA. When doing so, the COUNTY shall not bind the PARTIES to an obligation that is greater than what is stated in this original agreement. The net result of such amendment(s) should reduce the currently shown pro rata share of the PARTIES.
- e. Grant of Access Rights Onto Caltrans Right of Way – Any party intending to enter onto a Caltrans right of way shall first make a written request to Caltrans, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. Caltrans shall thereafter determine, within ten (10) working days, if that entry will be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans infrastructure. In such case, Caltrans shall condition that right of entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the requesting party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. Caltrans will endeavor, in good faith, to satisfy all requests for access as promptly as possible.

- f. Caltrans Obligations - All obligations of Caltrans under the terms of this MOA are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This MOA has been written before ascertaining the availability of federal or state legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if the MOA was executed after that determination was made. This MOA is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this MOA. If the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this MOA, this MOA may be amended in writing by the Parties to reflect any agreed upon reduction in the percentage of funds contributed by Caltrans to continue its participation in this MOA. Caltrans, however, has the option to withdraw from this MOA in the event sufficient funds are not appropriated for Caltrans. Should Caltrans exercise its option to withdraw from this MOA, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this MOA.

Section 9. Invoice and Payment

- a. Payment: The PARTIES shall reimburse the COUNTY for their proportional share cost for preparation and delivery of the CSMP as shown in Table 3 of Exhibit A within sixty (60) days of receiving an invoice from the COUNTY.
- b. Invoice: The COUNTY will invoice PARTIES as shown in Table 3 of Exhibit A. Each PARTY will be invoiced upon its execution of this MOA.
- c. Caltrans agrees to pay the COUNTY not exceeding the amounts shown in Exhibit A and based on the cost allocation formula in Table B and the total estimated annual cost in Exhibit A attached hereto and made part of the MOA by this reference.
- d. Caltrans funding encumbered under this MOA is evidenced by the signature of its District Budget Manager certifying as to funds in the maximum sum of \$5,960.00 as indicated in Exhibit A having been allocated and represents Caltrans' share of the work costs. Any cost to be invoiced above this sum will require an amendment to this MOA.

Section 10: Indemnification

- a. To the extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands,

claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

- b. Neither the MOA Party nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the other MOA Party(s) and/or its agents under or in connection with any work, authority or jurisdiction conferred upon the other MOA Party(s) under this MOA. It is understood and agreed that indemnifying Parties and/or their agents, to the extent permitted by law, shall fully defend, indemnify and save harmless other MOA Parties and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the indemnifying Party and/or its agents under this MOA.

Section 11. Termination or Forfeiture

- a. This MOA may be terminated upon the express written agreement of all PARTIES. If this MOA is terminated, the PARTIES agree that remaining funds deposited, if there are any after payment of invoices due at the time of termination, will be distributed based upon the same percentage as such funds were contributed. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- c. If a PARTY fails to substantially comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and, a reasonable opportunity to cure the alleged default.
- d. Caltrans maximum liability for costs shall be limited to the amount reflected in Exhibit A, and incurred by the COUNTY up to the date of the termination.
- e. Withdrawal by any PARTY from the terms of the Agreement. Any PARTY to this Agreement can withdraw from this Agreement upon all PARTIES agreeing to an amendment of AGREEMENT to remove the withdrawing PARTY from it. If one of the PARTIES elects to withdraw from cost sharing of Monitoring Services before the end of the term of this Agreement, it is agreed that the remaining cost share will be distributed among the other PARTIES

based on the existing cost allocation formula. In the event of such Amendment, the withdrawing PARTY will be responsible for its share of implementation of the CSMP and monitoring the TMDL, and for payment of any fines, penalties or costs incurred by them as the result of non-performance of the CSMP.

Section 12. General Provisions


- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth in Exhibit B. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email, reader notification requested, or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purpose of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that they are authorized to sign this MOA on behalf of such PARTY.
- c. Relationship of Parties. The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOA. No official, employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an official, agent, employee or officer of another PARTY.
- d. Binding Effect. This MOA shall be binding upon and inure to the benefit of each PARTY to this MOA and its respective heirs, administrators, representatives, successors and assigns.
- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES who have not terminated their interests herein or whose involvement has not terminated by reason of non-payment or default.

- f. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- g. Law to Govern; Venue. This MOA shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or the PARTY causing it to be prepared, shall not apply.
- i. Interpretation. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.
- j. Entire MOA. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- k. Severability. If any term, provision, condition or covenant of this MOA is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this MOA shall be read and constructed without the invalid, void, or unenforceable provision(s).
- l. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

CITY OF CARSON

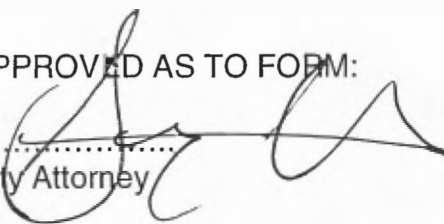
Date: Jan. 27, 2016

By: 
Albert Robles
Mayor

ATTEST:

By: 
Jim Dear
City Clerk

APPROVED AS TO FORM:


.....
City Attorney

By: _____

CITY OF LONG BEACH

Date: _____

By: _____
Mayor

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____

CITY OF LOS ANGELES

Date: _____

By: _____
Mayor

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

.....
City Attorney

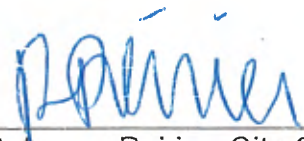
By: _____

CITY OF TORRANCE

Date: 1/5/2016

By: 
Patrick J. Furey

ATTEST:

By: 
Rebecca Poirier, City Clerk

APPROVED AS TO FORM:

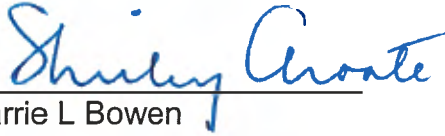
JOHN L. FELLOWS III
City Attorney

By: 
John L. Fellows III

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Malcolm Dougherty
Director

By:



Carrie L Bowen
District Director

Date:

12/15/15

APPROVED AS TO FORM &
PROCEDURE:

By:



Attorney

CERTIFIED AS TO FUNDS:

By:



District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND CONDITIONS:

By:



Accounting Administrator


LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

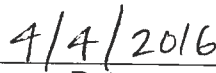
By _____
GAIL FARBER
Chief Engineer

Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By  _____
Deputy

 _____
Date

COUNTY OF LOS ANGELES

By

GAIL FARBER
Director of Public Works

Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By

Erik Card
Deputy

4/4/2016
Date

EXHIBIT A

Dominguez Channel CSMP Responsible Parties Funding Contributions

Table 1: Total Cost Estimate.

CSMP Contract Cost	\$193,715
Contract Administration	\$9,686
TOTAL COST	\$203,401

Table 2: Cost Allocation Formula.

$$\text{Total Cost}^1 = ((\text{Contract Cost} - \text{LACFCD Allocation}) \times \text{Responsible Parties' Percent of Total Area}) + 5\% \text{ Administration Cost}$$

(1) Applies to Cities and County but not LACFCD

Table 3: Distributed Cost Among CSMP Responsible Parties.

Responsible Party	Total Area in Watershed [acres]	Responsible Parties Percent of Total Area	Allocated Contract Cost	Contract Administration Cost (5 Percent)	Total Cost ⁴
LACFCD ¹	N/A		\$19,372	\$969	\$20,340
Carson	10,755.92	49.03%	\$85,476	\$4,274	\$89,750
Long Beach	442.65	2.02%	\$3,518	\$176	\$3,694
Los Angeles	3,398.44	15.49%	\$27,007	\$1,350	\$28,357
Torrance ²	3,733.67	17.02%	\$29,671	\$1,484	\$31,154
Caltrans ³	714.30	3.26%	\$5,676	\$284	\$5,960
County of Los Angeles	2,893.70	13.19%	\$22,996	\$1,150	\$24,146
Total	21,938.68	100.00%	\$193,715	\$9,686	\$203,401

Notes:

- (1) LACFCD will contribute 10% of the overall cost
- (2) City of Torrance has 3 sump areas with no outlets which were removed from the calculation
- (3) Caltrans' 714.30 acres was removed from the appropriate responsible parties in the watershed
- (4) Total cost to be invoiced upon execution of this MOU.

EXHIBIT B

Dominguez Channel CSMP Responsible Parties Representatives

1. City of Carson
Department of Public Works
Engineering Division
701 E. Carson St.
Carson, CA 90745

Party Representative: Maria Slaughter
E-mail: MSlaughter@carson.ca.us
Phone: 310-952-1700 X 1754
Fax: 310-835-5749

2. City of Long Beach
Department of Public Works
333 W. Ocean Blvd., 9th Floor
Long Beach, CA 90802

Party Representative: Anthony Arevalo
E-mail: Anthony.arevalo@longbeach.gov
Phone: 562-570-6023

3. City of Los Angeles
Department of Public Works
Bureau of Sanitation, Watershed Protection Division
1149 S. Broadway
Los Angeles, CA 90015

Party Representative: Shahram Kharaghani
E-mail: Shahram.Kharaghani@lacity.org
Phone: (213) 485-0587
Fax: (213) 485-3939

4. City of Torrance
Department of Public Works
20500 Madonna Avenue
Torrance, CA 90503

Party Representative: John Dettle
E-mail: jdettle@TorranceCA.gov
Phone: (310) 618-3059

5. California Department of Transportation
100 S. Main St. Suite 100, MS 13
Los Angeles, CA 90012

Party Representative: Alberto Angelini
E-mail: Alberto.Angelini@dot.ca.gov
Phone: (213) 897-7546

6. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Angela George
E-mail: AGEORGE@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

7. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Paul Alva
E-mail: PALVA@dpw.lacounty.gov
Phone: (626) 458-4325
Fax: (626) 457-1526

EXHIBIT C

Dominguez Channel CSMP Responsible Parties

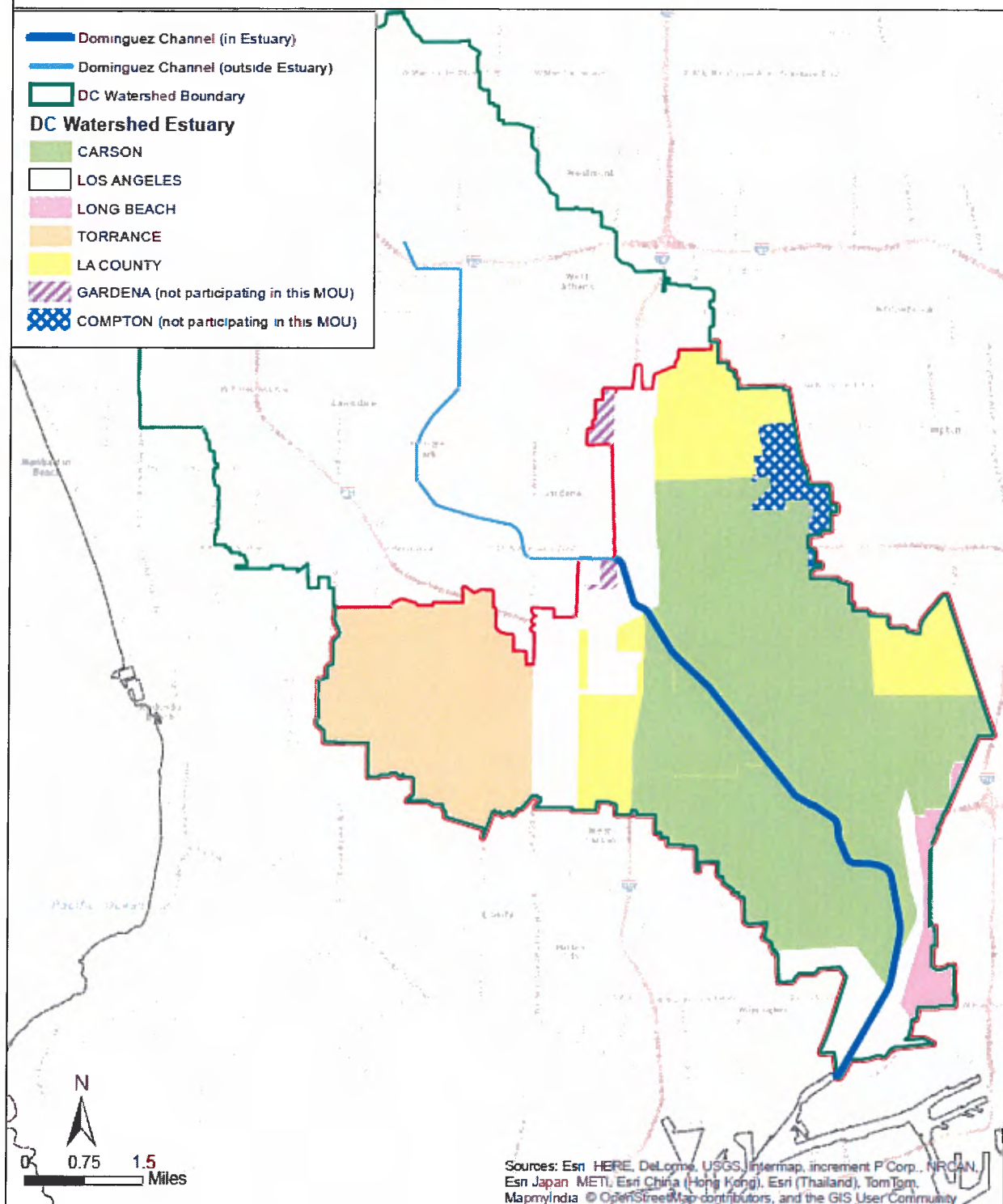


EXHIBIT D

Dominguez Channel CSMP SCOPE OF WORK



October 6, 2015

William Johnson
Los Angeles County Department of Public Works | Watershed Management Division
900 S. Fremont Ave, 11th Floor
Alhambra, CA 91803

**Subject: Amendment to Task Order 2: Dominguez Channel Estuary
Contaminated Sediment Management Plan Final Document Revisions for
the Los Angeles County Flood Control District**

Dear Mr. Johnson:

RMC Water and Environment (RMC) is submitting this request for an amendment to Contract No. PW13697, Task Order 2 - Dominguez Channel Estuary Contaminated Sediment Management Plan for the Los Angeles County Flood Control District. This amendment is being submitted to provide a scope of work, budget, and schedule for additional work required to finalize the draft Contaminated Sediment Management Plan (CSMP) for the Dominguez Channel Estuary previously completed under this Task Order.

RMC was requested by Los Angeles County Department of Public Works, Watershed Management Division (County) to revise and finalize the CSMP for the Dominguez Channel Estuary according to the Los Angeles County Regional Water Quality Control Board (LARWQCB) comments.

This amendment will create a new Task 6: Finalize CSMP detailed in the attached RMC Scope of Work (Attachment A) and remove the Optional Task Fish Tissue Assessment and excess meetings for the original plan preparation that did not occur. The budget for this Task 6 (Attachment B) will be funded through the budget for the previously unused tasks. Task 6 is anticipated to begin on or before October 1, 2015 and be completed by the end of this year (2015).

This Task Order Amendment will result in the total cost of the project to be reduced from \$196,770 to \$176,056.

Please do not hesitate to contact me at 310-566-6466, pstcharles@rmcwater.com, or Paul Glenn at 310 566-6467, pglenn@rmcwater.com with any questions you may have.

Sincerely,

Persephone St. Charles
Vice President and Contracts Manager

2400 Broadway
Suite 300
Santa Monica, CA 90404
ph: 310.566.6460
fax: 310.566.6461
www.rmcwater.com

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ATTACHMENT A • RMC SCOPE OF WORK

This RMC Scope of Work describes the work items to be performed by RMC Water and Environment and Anchor QEA (RMC Team) to develop the Contaminated Sediment Management Plan (CSMP) as requested by County.

Task 1: Project Kick-Off Meeting

The RMC Team will organize a kick-off meeting with the County at the Los Angeles County Public Works Headquarters in Alhambra, California to discuss the Scope of Work and other pertinent details of the project. An agenda approved by the County Project Manager shall be submitted electronically by the RMC Team one week prior to the initial kick-off meeting and a meeting summary, approved by the County Project Manager, shall be submitted electronically within one week following the initial kick-off meeting in accordance with the approved deliverable schedule.

Deliverables:

- Electronic copy of the Project Kick-Off Meeting Agenda
- Electronic copy of the Meeting Summary

Task 2: Reconnaissance Study Technical Memorandum (Due to County by January 6, 2014)

The RMC Team will review existing data for completeness and usability, as only high-quality data should be used to develop a CSMP for evaluating potential remedies for long-term TMDL compliance. Where data are not available, special studies will be identified for purposes of additional data collection to fill information gaps.

Key elements of Task 2 include the following:

- Examining the Ports of Long Beach and Los Angeles' (Ports') sediment chemistry database to evaluate whether the dataset includes all Dominguez Channel Estuary sediment chemistry data
- Compiling any sediment chemistry data missing from the Ports' sediment chemistry database
- Reviewing the quality and usability of compiled datasets
- Determining which data are most representative of current conditions in Dominguez Channel Estuary
- Comparing representative Dominguez Channel Estuary sediment chemistry data to current TMDL numeric targets for listed chemicals
- Evaluating variability, spatial coverage, and spatial distribution of Dominguez Channel Estuary sediment chemistry data
- Determining spatial data gaps or additional data needed to reduce uncertainty in the understanding of current sediment chemical concentrations in the Dominguez Channel Estuary
- Identifying recommended sites for future monitoring to address existing data gaps
- Recommending how to proceed with the CSMP if adequate data are not available
- Preparing a technical memorandum with the following information
 - a) Summary of available data sources, data quality findings, and expected applicability of each dataset for TMDL compliance and assessment efforts
 - b) Summary of methods used to compile these data and any assumptions used
 - c) Summary table showing comparisons of representative Dominguez Channel Estuary sediment chemistry to relevant TMDL numeric targets

- d) Summary table showing results of any SQO assessments from Dominguez Channel Estuary and whether outcomes meet the SQO for direct effects
- e) Summary of methods used to assess spatial coverage/distribution and variability in Dominguez Channel Estuary sediment chemical concentrations
- f) Maps demonstrating spatial coverage of representative Dominguez Channel Estuary sediment chemistry data and plots demonstrating variability in data
- g) Summary of identified data gaps in Dominguez Channel Estuary sediment chemistry data
- h) Recommendations for future sampling locations and sampling approach if additional data are needed

Assumptions for Task 2 include the following:

- County will request approval to use the Ports' sediment chemistry dataset.
- County will request approval to use the Ports' toxicity test and benthic infauna data compiled from the Dominguez Channel Estuary (if available).
- Minimal effort will be required to compile any missing Dominguez Channel Estuary sediment chemistry data.

Deliverables:

- Electronic copy of the draft technical memorandum
- Electronic submittal and two hard copies of the final technical memorandum following the RMC Team receipt of comments on draft versions from the County Project Manager.

Task 3: Draft Contaminated Sediment Management Plan (Due to County by February 10, 2014)

The RMC Team will develop a Draft CSMP in accordance with the Toxics TMDL. The CSMP Framework will build upon Task 2 and will include, but not be limited to:

- Identification of potential future studies relevant to the CSMP.
- Preparation of a schedule of potential future studies prioritizing them as necessary. The schedule will also include known sediment monitoring activities such as Coordinated Integrated Monitoring Program (CIMP) sampling and any future County maintenance projects.

Deliverables:

- Electronic copy of the Draft CSMP

Task 4: Final Contaminated Sediment Management Plan (Due to County March 17, 2014)

The RMC Team will prepare a final CSMP addressing all comments provided by the County. The County staff shall have the opportunity to review the final CSMP to verify all of their comments have been adequately addressed prior to final reproduction.

Deliverables:

- Electronic copy of the Draft CSMP after incorporating County comments
- Two (2) hardcopies and one (1) electronic copy of the Final CSMP

Task 5: Meetings and Communication

The RMC Team will prepare for and facilitate the following meetings:

- One (1) meetings with the County and project stakeholders during the development of the CSMP and technical memo.
- One (1) meeting following the completion of the Draft CSMP

The RMC Team will draft meeting agendas to be approved by the County Project Manager one week prior to each meeting. The RMC Team will prepare meeting summaries to be approved by the County within one week following each meeting in accordance with the approved deliverable schedule.

Deliverables:

- Electronic copy of all Meeting Agendas
- Electronic copy of all Meeting Summaries

Task 6: Finalize CSMP

Task 6.1: Document Preparation

The RMC Team will assist the County in responding to comments on the Draft CSMP for the development of the Final CSMP. Addressing comments will include the development of a response to comments table in addition to preparing a Revised Draft CSMP for County and stakeholder review. The RMC Team will incorporate County and stakeholders comments into a Final CSMP.

Deliverables:

- Response to comments table (*electronic*)
- Revised Draft CSMP (*electronic*)
- Final CSMP (*electronic*)

Task 6.2: Meetings

The RMC Team will prepare for and facilitate up to two (2) meetings with the County and project stakeholders during the development of the Final CSMP. The RMC Team will prepare meeting agendas and presentation materials prior to the meetings and meeting summaries after the meetings.

Deliverables:

- Meeting Agenda No 1 (*electronic*)
- Meeting Agenda No 2 (*electronic*)
- Meeting Summary No 1 (*electronic*)
- Meeting Summary No 2 (*electronic*)



Exhibit B: Fee Estimate

Los Angeles Department of Public Works, Watershed Management Division Dominguez Channel Estuary CSMP Amendment

Tasks	Labor								Total Hours	Total Labor Costs (1)	Total Fee
	Vice President	Project Principal	Project Manager	Senior Scientist	Scientist	Assistant Scientist	Technical Writer/Editor	Administrative Support			
	Persephone St. Charles (RMC)	Shelly Anthera (Anchor QEA) and Steve Cappulino (Anchor QEA)	Paul Glenn (RMC)	Vada Yoon (Anchor QEA)	Chris Osuch (Anchor QEA)	Brittany Geisler (Anchor QEA)	Linnay Miller (Anchor QEA)	Cathy Macklin (RMC)			
	\$275	\$260	\$220	\$225	\$185	\$155	\$140	\$110			
Task 1: Project Kick-Off Meeting											
Project Kick-off Meeting		16	4			4			28	\$6,760	\$6,760
Subtotal Task 1:		16	4	0	0	4	0	0	28	\$6,760	\$6,760
Task 2: Reconnaissance Study Technical Memo											
Reconnaissance Study Technical Memo	16	24	61		44	112	32	2	294	\$54,920	\$54,920
Subtotal Task 2:	16	24	61	0	44	112	32	2	294	\$54,920	\$54,920
Task 3: Draft Contaminated Sediment Management Plan											
Draft Contaminated Sediment Management Plan	20	30	92		64	12		2	220	\$47,460	\$47,460
Subtotal Task 3:	20	30	92	0	64	12	0	2	220	\$47,460	\$47,460
Task 4: Final Contaminated Sediment Management Plan											
Final Contaminated Sediment Management Plan	12	12	20		16	8		2	70	\$15,240	\$15,240
Subtotal Task 4:	12	12	20	0	16	8	0	2	70	\$15,240	\$15,240
Task 5: Meetings and Communication											
5.1 Stakeholder Meeting		6	8		3	3.5			20.5	\$4,413	\$4,413
5.6 Draft CSMP Meeting		6	8		3	3.5		2	22.5	\$4,638	\$4,638
Subtotal Task 5:	0	12	16	0	6	7	0	2	43	\$9,051	\$9,051
Task 6: Description											
6.1a Response to Comments Table	1	4	2	5					12	\$2,880	\$2,880
6.1b Revised Draft CSMP	1	30	8	30			15	1	85	\$18,795	\$18,795
6.1c Final CSMP	1	10	5	5			5	1	27	\$5,910	\$5,910
6.2a Meeting 1 Agenda		1	1						2	\$480	\$480
6.2b Meeting 1 Summary (includes the meeting)		19							30	\$7,040	\$7,040
6.2c Meeting 2 Agenda		1	1						2	\$480	\$480
6.2d Meeting 2 Summary (includes the meeting)		19	7				4		30	\$7,040	\$7,040
TOTAL	55	178	227	40	0	143	60	10	843	\$176,056	\$176,056

1. The individual hourly rates include salary, overhead and profit in accordance with the master agreement.